Google

Background Information

This Addendum is only available for use with the G Suite for EDU Agreement (or the agreement that governs use of G Suite) between Google and EDU customers in the state of Connecticut.

Effective Date

2018-05-16 10:33 PDT-US/Pacific

Agreement

Addendum
to G Suite for Education Agreement

This Addendum (Addendum) is incorporated by reference into the G Suite for Education Agreement (or applicable agreement governing Customer's use of G Suite) ("Agreement") entered into by and between Google LLC ("Google"), and the customer below ("Customer") effective as of the date the Addendum is accepted by Customer (the "Effective Date").

RECITIALS
A. Customer has legal requirements to include specific contract commitments addressing the privacy, security and use of student data ("Privacy Pledge");

B. Customer has entered into an Agreement with Google regarding the use of G Suite for Education, including accepting Google's G Suite-related Data Processing Amendment, and desires to reference the Privacy Pledge in the Agreement;

C. In support of Customer's desire to reference the Privacy Pledge in the Agreement, Google and Customer have agreed to reflect the applicable legal requirements of the Privacy Pledge in this Addendum to satisfy the legal requirements Customer may have regarding the inclusion of a specific contract commitments addressing the privacy, security and use of student data;

It is mutually agreed by and between the parties as follows:

1. **Control and Ownership of Student Data.** Customer Data may include Student Data. As between Google and Customer, Customer owns Student Data. Google is a data processor and will use Student Data only to exercise rights and fulfill obligations under this Agreement. For the purposes of this Addendum, "Student Data" means (a) information or data submitted, stored, sent or received via the Services by Customer's End User who are Customer's students and (b) or personally identifiable information about Customer's student within Customer Data.

2. **Access to Student Data.** As stated in, and in accordance with, the Data Processing Amendment: "Google will, in a manner consistent with the functionality of the Services, enable Customer to access, rectify and restrict processing of Customer Data, including via the deletion functionality provided by

Google."

3. Use of Student Data. Google will use Student Data only to exercise rights and fulfill obligations under this Agreement.

4. Review and Correction of Student Data. As stated in, and in accordance with, the G Suite for Education Privacy Notice, and restated here for reference: "The parents of G Suite for Education users in Primary/Secondary (K-12) schools can access their child's personal information or request that it be deleted through the school administrator. School administrators can provide for parental access and deletion of personal information consistent with the functionality of our services. If a parent wishes to stop any further collection or use of the child's information, the parent can request that the administrator use the service controls available to them to limit the child's access to features or services, or delete the child's account entirely. Guidance for administrators on how to use service controls to accomplish this is available in the G Suite Help Center."

5. Security and Confidentiality of Student Data. As stated in, and in accordance with, the Data Processing Amendment: "Google will implement and maintain technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access." Such measures are referenced and described in Appendix 2 of the Data Processing Amendment (the "Security Measures").

6. Notification of Data Incident. As stated in, and in accordance with, the Data Processing Amendment: "If Google becomes aware of a Data Incident, Google will: (a) notify Customer of the Data Incident promptly and without undue delay; and (b) promptly take reasonable steps to minimize harm and secure Customer Data." Google will notify Customer of a Data Incident without unreasonable delay, and no later than thirty (30) days after becoming aware of the Data Incident, where such notification is feasible and will not compromise the efforts to secure Customer Data or Google's systems.

7. Deletion Upon Termination. As stated in, and in accordance with, the Data Processing Amendment: "On expiry of the applicable Term Customer instructs Google to delete all Customer Data (including existing copies) from Google's systems in accordance with applicable law." Upon termination of the Agreement, Customer is responsible to make any other arrangements with its End Users to store Student Data after the termination of the Agreement.

8. Compliance with FERPA. As stated in, and in accordance with, the main body of the G Suite for Education Agreement: "To the extent that Customer Data includes FERPA Records, Google will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA."

9. Governing Law. The section in the main body of the G Suite for Education Agreement titled "Governing Law" is deleted in its entirety and replaced by the following language:

"This Agreement is governed by Connecticut law, excluding that state's choice of law rules."

10. Severability. If any section (or part of a section) of the Agreement is invalid, illegal, or

unenforceable, the rest of the Agreement will remain in effect.

11. Miscellaneous.

11.1 Customer Representation and Warranty. Customer represents and warrants that it is a local or regional board of education entity that is subject to Connecticut General Statute 10-234bb.

11.2 Capitalized Terms. Capitalized terms not defined herein will have the meaning ascribed to them under the Agreement.

11.3 Interpretation. The provisions of this Addendum supplement the Agreement and are intended to align with the parties' rights and obligations as set forth in the main body of the G Suite for Education Agreement and Data Processing Amendment. Where the provisions of this Addendum conflict with the main body of the G Suite for Education Agreement (excluding the Data Processing Amendment), the Addendum prevails. Where the provisions of this Addendum conflict with the Data Processing Amendment, the Data Processing Amendment prevails.

Signatory Information

Contracting Entity:	Colchester School District
Url:	
Name:	Mary Conway
Title:	Superintendent
Email:	mconway@colchesterct.org
Address:	127 Norwich Ave., Colchester, CT 06415
Country:	United States
Phone:	860-537-7208
Fax:	860-537-1252

Accept Agreement

Note: If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these terms and conditions. If you don't have the legal authority to bind, please do not click the "Accepted and Agreed" button below.

_X_ By checking this box, I am accepting this Agreement on behalf of the entity **Colchester School District**. I represent and warrant that (a) I have full legal authority to bind the entity to this Agreement, (b) I have read and understand this Agreement, and (c) I agree to all terms and conditions of this Agreement on behalf of the entity that I represent.

Accepted and Agreed